

## Ontario Regional Technology & Information Service Inc. ("ORTIS") Terms of Use

"Association" means the GUELPH AND DISTRICT ASSOCIATION OF REALTORS®, and/or the CAMBRIDGE ASSOCIATION OF REALTORS® INC., and/or the KITCHENER WATERLOO ASSOCIATION OF REALTORS®, and/or the BRANTFORD REGIONAL REAL ESTATE ASSOCIATION, and/or the NIAGARA ASSOCIATION OF REALTORS®, and/or the SIMCOE AND DISTRICT REAL ESTATE BOARD, and/or the Barrie and District Association of Realtors and/or the OAKVILLE, MILTON AND DISTRICT REAL ESTATE BOARD, and/or the REALTORS ASSOCIATION OF HAMILTON-BURLINGTON.

"Board of Directors" means the Board of Directors of the ORTIS; and "Director" Means a person who is a member of the Board of Directors; and "Directors" means the Board of Directors, unless the context indicates otherwise.

"Broker of Record" is a Broker employed by a Brokerage and appointed by a Brokerage.

"Member", unless the context indicates otherwise, shall mean only Firm Members, Broker Members and Salesperson Members.

"MLS®" and "Multiple Listing Service®" are two of the MLS® Marks owned by CREA and licensed by CREA, all as further described below.

"MLS® Listing" means a Listing which is submitted on the Association's MLS System database and includes the Listing Agreement portion and any subsequent amendment(s) thereto and the MLS Data Input Sheet portion and any subsequent amendment(s) thereto.

"MLS® Marks" - made up of MLS®, Multiple Listing Service® and the MLS® logos permitted by CREA - are certification marks owned by CREA and licensed by CREA pursuant to the terms and conditions set out in CREA's Bylaws, Rules and policies. The MLS® Marks identify professional services rendered by members in good standing of CREA to effect the purchase and sale of real estate as part of a "plural system arrangement", also known as a co-operative selling system (the "MLS® services"), in compliance with CREA's Bylaws, Rules and policies, and the REALTOR® Code of Ethics as amended from time to time, and in compliance with all applicable federal and provincial laws and regulations. The MLS® Marks do not identify or describe a computer database of real estate listings

"MLS® System" of the Association is the co-operative selling system operated and promoted by this Association in association with the MLS® Marks. The MLS® System of this Association includes an inventory of listings of participating REALTORS®, and ensures a certain level of accuracy of information, professionalism and co-operation amongst REALTORS® to effect the purchase and sale of real estate

"MLS System data" means any part of the MLS System database

"MLS System database" means the database of real estate Listings operated by the Association for the benefit of its Members as part of the Association's MLS System, and includes any and all text, images and information gathered, compiled, stored or published by the Association as part of the Association's MLS System, in whatever format it is gathered, compiled, stored or published by the Association, and further includes any and all such text, images and information

which is made available by the Association to Members, in whatever format it is disseminated to the Members.

“Regional System” means the combined MLS® Systems of the Associations who are participants in ORTIS.

### Ownership

1.01 I agree and understand that the Association is the owner of the copyright in its MLS® and its MLS® Database. The MLS® and the MLS® Database is a licensed product for the exclusive use of Members and other authorized users and any use of this MLS® Data for any unauthorized purpose is prohibited. The right to use, reproduce or download the MLS® Data is subject to the authority of the Association and is limited to the specific uses permitted by the Association.

1.02 I agree, understand, shall comply with, observe and be bound by all restrictions, copyright notices or other limitations of access to the MLS® and the MLS® Database and use thereof as may be adopted by the Directors from time to time.

1.04 I agree and understand that the Association shall not be responsible for any indirect, special or consequential damages or any other obligations or liability arising out of, or in any way connected with, the MLS® or MLS® Database including but not limited to computer failure or interruption, or negligence. Authorized and Unauthorized Use

1.05

- a. I agree and understand that the information contained on the MLS® Database is confidential and shall not be distributed to unauthorized persons or used in any unauthorized manner.
- b. I agree and understand that "Authorized use" means:
  - i. the extraction of MLS® Data from the MLS® Database by Broker Members or Salesperson Members of the Association in good standing necessary to assist them in representing their Principles or specific identified customers in the trade of real property; and
  - ii. any specific use authorized in writing by the Board.
- c. I agree and understand that in order for any use described in paragraph (b) to be "authorized uses", such use of the MLS® Database must also:
  - i. reflect accurate and current information as contained in the MLS® Database;
  - ii. include the name of the Listing Broker;
  - iii. include the registered MLS® Trademark.
- d. I agree and understand that "Unauthorized use" is any use not set out in paragraph (b) hereof and includes, but is not limited to:
  - i. the extraction of MLS® Data for the purposes of creating a book or for the population of another listing database;
  - ii. reproduction of MLS® Data beyond that necessary to prepare presentations to a Principal or a specific identified customer;
  - iii. the alteration, modification or reformatting of the MLS® Data on the MLS® Database in any form whatsoever, electronic or otherwise;
  - iv. the sale or distribution of any portion of the MLS® Database to any third parties;

- v. authorizing anyone to access to the MLS® Database to extract any MLS® data on my behalf.
- e. I agree and understand that no use is "unauthorized" if consented to in writing by the Association. Anyone requesting such consent is required to meet all eligibility requirements and agree to such undertaking, terms and conditions as established by the Association, and to execute any agreements in the form provided by the Association.

### Access

1.06 I agree and understand that personal computer access codes, log-on account number and/or passwords issued to a Member in order to provide online access to the MLS® Database and/or other Association information and services (collectively, the "Access Codes") are for the Member's sole and exclusive use and their sale to, distribution or disclosure to, or use by any other person is strictly prohibited.

1.07 I agree and understand that any computer software and/or hardware provided by the Association to the Members to access the MLS® Database and/or other Board information (regardless of whether such software or hardware is provided with or without a cost to the Member) (collectively, the "Access Program") are for the Member's sole and exclusive use and their sale to, distribution or disclosure to, or use by any other person strictly prohibited.

1.08 I agree and understand that personal computer access codes are the sole responsibility of the Member and disclosure to anyone is strictly prohibited.

1.09 I agree and understand that the Member who is the Principal Broker (as defined in the Association's Bylaw) of each Firm Member shall ensure that any individual who has been provided with Access Codes and/or Access Programs complies with the Association's Bylaws and these MLS® rules and regulations while in their Employ (as defined in the Association's Bylaw).

1.10 I agree and understand that the Principal Broker (as defined in the Association's bylaw) of each Firm Member shall notify the Association within 48 hours when any individual who has been provided with Access Codes and/or Access Programs ceases to be Employed (As defined in the Association's Bylaw) by the Firm Member.

### Remedies

1.11 I agree and understand that any theft, sabotage, unauthorized use of, or unauthorized access to the Association's MLS® Database or MLS® Data constitutes a breach of these MLS® Rules and Regulations and shall be dealt with in accordance with the provisions of the Association's Bylaw.

Notwithstanding any sanctions and/or penalties imposed by the Association, the Association reserves the right to seek any and all redress and remedies available to it in a civil action against the unauthorized person (member or non-Member) and/or any Member permitting the unauthorized access or to unauthorized use of the MLS® Database by an unauthorized person.

1.12 I agree and understand that in addition to the Association's rights and remedies set out in Section 8.11, the Association reserves the right to immediately terminate a Firm Member's or an individual Member's Access Codes and/or Access Programs, without notice, in the event of any unauthorized use of or granting unauthorized access to the Association's MLS® Database or any other breaches of the provisions of these Terms of Use.

### Association's Website

1.16 I agree and understand that all of the restrictions contained in this Section 8 that relate to the authorized and unauthorized use of and access to the MLS® Database, apply equally to any portion of the MLS(R) Database which can be obtained from the Association's website.